

St. Louis-San Francisco Railway Company

906 Olive Street — St. Louis, Missouri 63101 — (314) 241-7800

Donald E. Engle  
Vice President and General Counsel

July 14, 1978

8-200A017

RECORDATION NO. 9587 Filed & Recorded

RECORDATION NO. 11. 20 AM

JUL 19 1978 - 11:20 AM

JUL 19 1978 - 11:20 AM

Secretary INTERSTATE COMMERCE COMMISSION  
Federal Estate Commerce Commission  
Washington, D. C. 20423

RECORDATION NO. 8 Date JUL 19 1978  
Filed & Recorded  
JUL 19 1978 - 11:20 AM  
ICC  
INTERSTATE COMMERCE COMMISSION

Dear Sir:

Herewith for filing pursuant to Section 20c of the Interstate Commerce Act are executed counterparts of the following documents:

(1) Purchase Agreement dated as of June 1, 1978, between St. Louis-San Francisco Railway Company, Vendee, and General Motors Corporation (Electro-Motive Division), Vendor.

(2) Assignment of Purchase Agreement dated as of June 1, 1978, among St. Louis-San Francisco Railway Company, Assignor, The Connecticut Bank and Trust Company, Assignee, and General Motors Corporation (Electro-Motive Division).

(3) Lease of Railroad Equipment dated as of June 1, 1978, between The Connecticut Bank and Trust Company, Lessor, and St. Louis-San Francisco Railway Company, Lessee.

The names and addresses of the parties to the documents referred to in this letter are as follows:

Assignee-Lessor

The Connecticut Bank and Trust Company  
One Constitution Plaza  
Hartford, Connecticut 06115

Builder-Vendor

General Motors Corporation (Electro-Motive Division)  
LaGrange, Illinois 60525

Vendee-Assignor-Lessee

St. Louis-San Francisco Railway Company  
3253 East Trafficway  
Springfield, Missouri 65802

RECEIVED

JUL 19 11 10 AM '78

I.C.C.  
FEE OPERATED BY

*Chas. Engle*  
*Chas. Engle*

July 14, 1978

The following railroad equipment is covered by the documents referred to in this letter:

<u>Type</u>	<u>Quantity</u>	<u>Lessee's Road Numbers (Both Inclusive)</u>
3,000 h.p. Diesel Electric Locomotive	8	950-957

Such equipment bears the name of the Lessee (St. Louis-San Francisco Railway Company), the road numbers set forth above, and the following legend: "Ownership subject to a Security Agreement filed under the Interstate Commerce Act, Section 20c".

Please file and record the documents referred to in this letter and cross-index them under the names of the parties listed above. A check for \$100 is enclosed for payment of the recording fee.

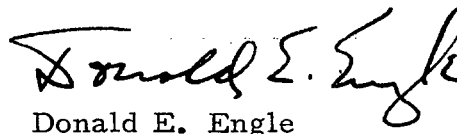
Please return to the delivering messenger the following items:

(a) All counterparts of the documents referred to in this letter that are not required for filing, stamped with the appropriate recordation number.

(b) A stamped copy of this letter.

(c) Your fee receipt and letter confirming recordation, addressed to Robert C. Nash, Esq., Messrs. Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Very truly yours,



Donald E. Engle

DEE:jj  
Enclosures

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[CS&M Ref: 5415-001]

9587  
RECORDATION NO. \_\_\_\_\_ Filed & Recorded

JUL 19 1978 11:28 AM

~~INTERNATIONAL~~ COMMERCE COMMISSION

PURCHASE AGREEMENT

Dated as of June 1, 1978

Between

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

and

GENERAL MOTORS CORPORATION  
(Electro-Motive Division)

[Covering 8 SD 40-2 3000-H.P.  
Diesel-Electric Locomotives]

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## PURCHASE AGREEMENT

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Annex A--Description of Equipment

Annex B--Assignment of Purchase Agreement

Annex C--Certificate of Acceptance

PURCHASE AGREEMENT dated as of June 1, 1978, between GENERAL MOTORS CORPORATION (Electro-Motive Division), a Delaware corporation ("the Builder") and ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a Missouri corporation ("the Company").

WHEREAS the Builder will construct, sell and deliver to the Company, and the Company will purchase, the units of new railroad equipment (hereinafter referred to individually as a Unit and collectively as Units or the Equipment) described in Item 1 of Annex A attached hereto;

WHEREAS the Company will assign its rights to purchase the Equipment but none of its other duties hereunder pursuant to an Assignment of Purchase Agreement ("the Assignment") in substantially the form of Annex B hereto to The Connecticut Bank and Trust Company, a Connecticut banking corporation (the "Lessor"), not individually but solely in its capacity as Trustee under a Trust Agreement dated as of the date hereof with Connell Rice & Sugar Co., Inc. (Connell Leasing Company Division) and Northwestern National Bank of Minneapolis (collectively, the "Owners"), and the Lessor will perform pursuant to the Assignment certain of the obligations of the Company hereunder and will enter into a Lease (the "Lease") in substantially the form of Annex D hereto with the Company as lessee thereunder;

WHEREAS the Lessor will pay the Purchase Price for the Equipment delivered and accepted pursuant to the terms of the Assignment ("the Assigned Equipment") on the Closing Dates hereinafter defined; and

WHEREAS the Company will pay the Purchase Price for any Equipment not delivered to and accepted by the Lessor pursuant to the Assignment and will perform its obligations hereunder not specifically assigned to the Lessor,

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

ARTICLE 1. Construction and Sale. Subject to the terms and conditions hereinafter set forth, the Builder will construct the Equipment and will sell and deliver the Equipment as hereinbelow provided, and the Company will pay or

cause the Lessor to pay to the Builder the Purchase Price of the Equipment, each Unit of which will be constructed in accordance with the specifications referred to in Item 1 of Annex A hereto and in accordance with such modifications thereof as may have been agreed upon in writing by the Builder and the Company (which specifications and modifications, if any, are hereinafter called the Specifications).

The Builder agrees that the design, quality and component parts of the Equipment will conform to all Department of Transportation and Interstate Commerce Commission requirements and specifications and to all standards recommended by the Association of American Railroads reasonably interpreted as being applicable to new railroad equipment of the character of the Equipment as of the date of delivery thereof; provided, however, that if any such requirements, specifications or standards shall have been promulgated or amended after the respective dates on which the Equipment was ordered, the base price or prices of the Equipment affected thereby may be appropriately adjusted by written agreement of the Builder and the Company.

ARTICLE 2. Delivery. The Builder will deliver the Equipment to the Company, freight charges, if any, prepaid, at such point or points within the United States of America as shall be determined by the mutual agreement of the Builder and the Company and in accordance with the time of delivery schedule set forth in Item 1 of Annex A hereto; provided, however, that no Unit shall be delivered hereunder until this Agreement shall have been filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

The Builder represents and warrants that at the time of delivery of each Unit, it will be new railroad equipment first put into service no earlier than the date of delivery and acceptance thereof by the Company, and that, to the best of its knowledge, no amortization or depreciation will have been claimed by any person with respect thereto.

The Builder's obligation as to time of delivery is subject to delays resulting from causes beyond the Builder's reasonable control, including, but not limited to, acts of God, acts of government such as embargoes, priorities and allocations, war or war conditions, riot or civil commotion, sabotage, strikes, labor shortages, differences with workmen, accidents, fire, flood, explosion, damage to plant, equipment or facilities or delays in receiving necessary materials or delays of carriers or subcontractors.

Notwithstanding the provisions of the preceding paragraph, any Unit not delivered and accepted on or before the date set forth in Item 2 of Annex A hereto shall be excluded from this Agreement (it being understood that no Unit of the Assigned Equipment shall be delivered or accepted under the Assignment after said date), and any Unit otherwise excluded from delivery and acceptance under the Assignment but delivered and accepted on or prior to said date shall be included in this Agreement and settled for by the Company as non-Assigned Equipment. In the event of any exclusion of Equipment from this Agreement, the Builder and the Company shall execute an agreement supplemental hereto limiting this Agreement to the Equipment delivered, accepted and settled for hereunder. If the Builder's failure to deliver the Units so excluded from this Agreement resulted from one or more of the causes set forth in the preceding paragraph, a separate agreement shall be entered into between the Builder and the Company providing for the purchase of such excluded Equipment by the Company on the terms herein specified, payment to be made in cash within 30 days after delivery of such excluded Equipment either directly or by means of a conditional sale, equipment trust or such other appropriate method of financing the purchase as the Company and the Builder shall mutually determine; provided, however, that the Company shall not have any obligation to purchase any unit of excluded Equipment not delivered and accepted prior to December 31, 1979.

The Equipment shall be subject to inspection and approval prior to delivery by inspectors or other representatives of the Company, and the Builder shall grant to any such inspector or other authorized representative reasonable access to its plant. From time to time upon the completion of the construction of each Unit or a number of Units, each Unit shall thereupon be presented to an inspector or other authorized representative of the Company for inspection at a location to be mutually agreed upon; and, if each such Unit conforms to the Specifications and the other requirements, specifications and standards set forth or referred to in Article 1 hereof, such inspector or authorized representative shall promptly execute and deliver to the Builder, in such number of counterparts or copies as may be reasonably requested, a certificate of acceptance (hereinafter called a Certificate of Acceptance) substantially in the form of Annex C hereto stating that such Unit or Units have been inspected and accepted on behalf of the Company; provided, however, that the Builder shall not thereby be relieved of its warranty contained in Article 9 hereof.



Upon such acceptance of each Unit, the Company will bear risk of loss or damage with respect thereto.

ARTICLE 3. Purchase Price and Payment. The base price per Unit of the Equipment is set forth in Item 1 of Annex A hereto. Such base price is subject to such increase or decrease as may be or has been agreed to by the Builder and the Company (and the Lessor in the case of an increase with respect to Assigned Equipment) including a decrease to the extent contemplated by Article 5, if any. The term "Purchase Price" as used herein shall mean the base price or prices as so increased or decreased plus pre-paid freight and storage charges, if any, and any applicable sales taxes.

Each Unit of the Assigned Equipment shall be settled for pursuant to Article 4(a) hereof upon, or within the 30 days immediately following, receipt by the Lessor of a duly executed Certificate of Acceptance therefor (each such settlement date being hereinafter called a Closing Date and all such settlement dates being herein called the Closing Dates, with the Assigned Equipment settled for on any Closing Date being hereinafter called the Group). The Assigned Equipment shall be settled for in not more than two Closings unless otherwise agreed by the parties hereto and the Lessor.

Each Unit which the Lessor is not obligated to purchase pursuant to the Assignment, if any, shall be settled for pursuant to Article 4(b) hereof upon, or within 30 days immediately following receipt by the Company of a duly executed Certificate of Acceptance therefor (each such settlement date being hereinafter called a Supplemental Closing Date and the Equipment settled for on any Supplemental Closing Date being hereinafter called the Supplemental Group).

Subject to the provisions of Article 4 hereof and to the Assignment, the Lessor will pay in cash to the Builder at such place as the Builder shall designate, on each Closing Date, an amount equal to the Purchase Price of all Units of the Group to be purchased by the Lessor pursuant to the Assignment on such date as set forth in the invoices therefor. Subject to the provisions of Article 4 hereof, the Company will pay or cause to be paid in cash to the Builder at such place as the Builder may designate, (1) on each Supplemental Closing Date, an amount equal to the Purchase Price of all Units of the Supplemental Group as set forth in the invoices therefor and (2) within five business days of such Supplemental Closing Date, if later than the 30th day following the date of delivery and acceptance of a Unit pursuant to Article 2 hereof, an amount equal to inter-

est (computed on the basis of the actual number of days elapsed over a year of 365 days) on the Purchase Price of such Unit from such 30th day after the date of delivery and acceptance to the Supplemental Closing Date at the Prime Rate. Prime Rate as used herein shall mean the rate per annum which Manufacturers Hanover Trust Company, New York, New York, charges for 90-day loans to borrowers of the highest credit standing for the period such interest is payable; provided, however, that changes in such rate occurring during the ten business days preceding the Supplemental Closing Date shall be disregarded.

All payments provided for in this Agreement shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

The Builder shall and hereby does retain a security interest in the Equipment until the Builder shall have been paid the Purchase Price in respect of the Equipment pursuant to this Article 3, notwithstanding the delivery of the Equipment to and the possession and use thereof by the Company; provided, however, that no such security interest shall attach to any Assigned Equipment accepted under the Assignment and as to which a bill of sale was delivered by the Builder to the Lessor. Except as otherwise provided in this Agreement, upon payment to the Builder of the Purchase Price (a) such security interest shall be duly transferred and assigned by the bill or bills of sale executed and delivered by the Builder pursuant to Article 4 hereof and (b) any and all claims, liens, security interests or other encumbrances of any nature in favor of the Builder with respect to the Equipment shall forthwith cease and terminate.

The Company agrees to save, indemnify and keep harmless the Builder from and against all losses, damages, injuries, liabilities, claims, and demands whatsoever and expenses in connection therewith, including counsel fees (except due to any act or omission of the Builder and except for any failure of the Lessor to pay for the Assigned Equipment in accordance with the provisions of the Assignment and this Agreement), arising out of retention by the Builder of a security interest to the Equipment or out of the use and operation thereof by the Company during the period when the Builder retains a security interest therein. This covenant of indemnity shall continue in full force and effect notwithstanding the full payment of the Purchase Price and

the conveyance of the Equipment, as provided herein, or the termination of this Agreement in any manner whatsoever.

With respect to any Unit as to which a Certificate of Acceptance has been delivered and a security interest is retained by the Builder, the Company will bear the risk of, and shall not be released from its obligations hereunder in the event of, any damage to or the destruction or loss of such Unit; provided, however, that the Builder shall not be relieved from its warranty under Article 9 hereof.

ARTICLE 4. Closings. (a) With respect to Equipment settled for as Assigned Equipment pursuant to the Assignment, on each Closing Date the Lessor shall pay to the Builder the amount required to be paid pursuant to the fourth paragraph of Article 3 hereof with respect to the Assigned Equipment then being settled for, and the Builder agrees to deliver to the Lessor, on or prior to such Closing Date the following documents:

(i) a Certificate of Acceptance or Certificates of Acceptance covering the Assigned Equipment then being settled for as contemplated by Article 2 hereof and § 2 of the Lease;

(ii) a bill or bills of sale from the Builder transferring all right, title and interest in and to such Equipment to the Lessor and warranting to the Lessor and the Company that at the time of delivery of such Equipment to the Company, the Builder had legal title to the Equipment described therein and good and lawful right to sell such Equipment and that title to such Equipment was, at the time of such delivery, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Agreement and the Assignment and except for the rights of the Lessee under the Lease;

(iii) a release from the Builder releasing the Builder's security interest in such Equipment, in form and substance suitable for filing and recording with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act;

(iv) an opinion of counsel for the Builder to the effect that the Units of the Assigned Equipment, at the time of delivery thereof, were free of all claims,

liens, security interests and other encumbrances of any nature except as created by this Agreement, the Assignment and the Lease and such bill or bills of sale have been duly authorized, executed and delivered by the Builder and are valid and effective to transfer to the Lessor all right, title and interest of the Builder in and to such Equipment, free of all claims, liens, security interests or other encumbrances of any nature of or arising from, through or under the Builder; and

(v) an invoice or invoices with respect to the Equipment in the Group from the Builder to the Lessor, describing the Units of Equipment in the Group and any special devices the cost of which is included in the Purchase Price of any Unit and having endorsed thereon a certification by the Lessee as to its approval thereof.

The Lessor's obligation to purchase and pay for any Assigned Equipment on any Closing Date shall be subject to the receipt, on or prior to the first delivery date of any unit of Assigned Equipment (the "First Delivery Date") of opinions of counsel addressed to the Lessor and the Owners and certificates, dated on or not more than ten days prior to the First Delivery Date, to the same effect as the opinions and certificates set forth in § 15(b) of the Lease.

(b) With respect to Equipment settled for hereunder not as Assigned Equipment pursuant to clause (a) hereof, on the Supplemental Closing Date the Company shall pay or cause to be paid to the Builder the amount required to be paid pursuant to the fourth paragraph of Article 3 hereof with respect to the Equipment then being settled for, provided that there shall have been delivered to the Company, on or prior to the Supplemental Closing Date, the following documents in such number of counterparts or copies as may reasonably be requested in form and substance satisfactory to it:

(i) a bill or bills of sale from the Builder transferring all its right, title and interest in and to the Equipment in the Supplemental Group to the Company and warranting to the Company that at the time of delivery of each Unit in the Supplemental Group the Builder had legal title to such Unit and good and lawful right to sell the same and title to such Unit

was, at the time of such delivery, free from all claims, liens, security interests and other encumbrances of any nature except as created by this Agreement, any assignment thereof, any lease of the Equipment to which the Company is a party or any conditional sale or equipment trust agreement entered into to finance the purchase of the Equipment by the Company;

(ii) an invoice or invoices with respect to the Equipment in the Supplemental Group from the Builder to the Company, describing the Units in the Supplemental Group and any special devices the cost of which is included in the Purchase Price of any Unit; and

(iii) an opinion of counsel for the Builder, dated the Supplemental Closing Date, to the effect that (A) the Units in the Supplemental Group, at the time of delivery thereof pursuant to Article 2 hereof, were free of all claims, liens, security interests and other encumbrances of any nature except as created by this Agreement, any assignment thereof, any lease of the Equipment to which the Company is a party or any conditional sale or equipment trust agreement entered into to finance the purchase of the Equipment by the Company or the Lessor and (B) such bill or bills of sale have been duly authorized, executed and delivered by the Builder and are valid and effective to transfer all right, title and interest of the Builder in and to the Equipment in the Supplemental Group to the Company free of all claims, liens, security interests or other encumbrances of any nature of or arising from, through or under the Builder.

In the event that any part of the rights and obligations of the Company under this Agreement shall have been assigned other than pursuant to the Assignment in respect of any Unit of Equipment other than the Assigned Equipment, the documents hereinabove in this subsection (b) listed shall be addressed to, and the representations, covenants and warranties herein and therein contained shall inure to the benefit of, such parties to such other assignment as the Company shall direct, or as shall be appropriate in the circumstances.

ARTICLE 5. Price Reduction. In the event that, prior to the delivery and acceptance of any Unit of the Equipment, any lower base prices than those set forth in Item 1 of Annex A to this Agreement or in any supplement

entered into pursuant to this Agreement are invoiced by the Builder on railroad equipment substantially identical in type to any Unit of the Equipment, the Builder will make a corresponding reduction in the base price of any such Unit of the Equipment delivered pursuant to Article 2 of this Agreement on or after the effective date of said other price reduction.

ARTICLE 6. Maintenance and Repair. So long as the Builder retains a security interest in the Units pursuant to Article 3, the Company will at its own cost and expense maintain and keep each Unit in good order and repair, reasonable wear and tear excepted.

ARTICLE 7. Loss or Destruction. In the event of loss or destruction of or irreparable damage to any Units from any cause whatsoever during the time the Builder retains a security interest therein, the Company shall promptly and fully inform the Builder in regard to such loss, destruction or damage, and the Company shall promptly pay to the Builder an amount equal to the Purchase Price of each Unit so lost, destroyed or irreparably damaged, plus interest on the Purchase Price to the date of payment computed as set forth in Article 3.

ARTICLE 8. Compliance with Laws, Rules and Regulations. So long as the Builder retains a security interest in the Units, the Company will at all times keep the Units free and clear of all taxes, assessments, liens and encumbrances, and the Company covenants that the Units will be maintained, used and operated under and in lawful compliance with the laws, rules and regulations to which they may be subject in any local, state or federal jurisdiction. Any sums of money that may be paid by the Builder at its option by way of release, discharge or otherwise, of any of the foregoing, shall be promptly reimbursed and paid to the Builder by the Company on demand as an additional part of the obligations herein with interest thereon at the rate of 2% above the Prime Rate from the date of payment by the Builder.

The Company, however, may withhold any such payment so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof in any reasonable manner and if such withholding does not, in the judgment of the Builder, affect its security interest in any of the Units.

ARTICLE 9. Builder's Warranty of Materials and Workmanship. The Builder warrants that the Units are of the kind and quality described in, or will be built in accordance with, the Specifications and with the other requirements, specifications and standards set forth or referred to in Article 1 above and are suitable for the ordinary purposes for which the Equipment is used and warrants each Unit of the Equipment to be free from defects in material and workmanship which may develop under normal use and service within two years from date of delivery of such Unit or before such Unit has been operated 250,000 miles, whichever event shall first occur. The Builder agrees to correct such defects, which examination shall disclose to the Builder's reasonable satisfaction to be defective, by repair or replacement F.O.B. factory and such correction shall constitute fulfillment of the Builder's obligation with respect to such defect under this warranty.

The Builder warrants specialties not of its own specification or design to the same extent that the suppliers of such specialties warrant such items to the Builder.

There are no warranties with respect to material and workmanship, expressed or implied, made by the Builder except the warranties set out above.

The Builder further agrees that neither the inspection as provided in Article 2 of this Agreement, nor any examination or acceptance of an Unit as provided in said Article 2, shall be deemed a waiver or a modification by the Company or any of its rights under this Article or Article 10 hereof.

ARTICLE 10. Patent Indemnity. The Builder agrees to indemnify, protect and hold harmless the Company from and against any liabilities, claims, demands, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Company because of the use in or about the construction or operation of the Equipment, or any Unit thereof, of any design, article or material which infringes or is claimed to infringe on any patent or other right.

The Builder shall defend any suit or proceeding brought against the Company to the extent the same is based on a claim that the Equipment of Builder's specification, or any part thereof, furnished under this Agreement constitutes

an infringement of any patent, if notified promptly in writing and given authority, information and assistance (at the Builder's expense) for the defense of same, and the Builder shall pay all damages and costs awarded therein against the Company.

In case any Unit or any part thereof is in such suit held to constitute infringement and the use of such Unit or part is enjoined, the Builder shall at its option and its own expense either procure for the Company the right to continue using such Unit or part, or replace the same with non-infringing equipment or modify it so it becomes non-infringing, or remove such Unit and refund the Purchase Price and the transportation and installation costs thereof.

The Builder will not assume liability for patent infringement by reason of purchase, manufacture, sale or use of devices not included in and covered by its specification.

The foregoing states the entire liability of the Builder for patent infringement by the Equipment or any part thereof.

ARTICLE 11. Taxes. All payments to be made or caused to be made by the Company hereunder will be free of expense to the Builder with respect to the amount of any local, state or federal taxes (other than net income taxes, gross receipts taxes [except gross receipts taxes in the nature of or in lieu of sales taxes], franchise taxes measured by net income based on such receipts, excess profit taxes and similar taxes), assessments, license fees, charges, fines and penalties, all of which the Company assumes and agrees to pay on demand in addition to the Purchase Price of the Equipment.

ARTICLE 12. Notice. Any notice hereunder to the parties designated below shall be deemed to be properly served if delivered or mailed to it at the following specified addresses:

(a) to the Company, at 3253 East Trafficway,  
Springfield, Missouri 65802, attention of Vice President-Finance.

(b) to the Builder, at LaGrange, Illinois 60525,  
attention of Comptroller;



or at such other addresses as may have been furnished in writing by such party to the other party to this Agreement.

ARTICLE 13. Assignment by the Company. The Builder hereby agrees to become a signatory to the Assignment at the time the Company and the Lessor execute the Assignment and to be bound by the terms thereof.

ARTICLE 14. Article Headings. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

ARTICLE 15. Effect and Modification of Agreement. This Agreement and the Annexes attached hereto, exclusively and completely state the rights and agreements of the Builder and the Company with respect to the Equipment and supersede all purchase agreements, purchase orders and other agreements, oral or written, with respect to the Equipment. No variation of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and duly executed on behalf of the Company and the Builder.

ARTICLE 16. Law Governing. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Missouri; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

ARTICLE 17. Successors and Assigns. As used herein, the terms Builder, Company and Lessor shall be deemed to include the successors and assigns of the Builder, the Company and the Lessor, as the case may be.

ARTICLE 18. Recording. Upon the execution and delivery of this Agreement, the Company will, at its expense, cause this Agreement to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, and wherever else required by law or reasonably requested by the Builder for the purpose of proper protection of the security interest of the Builder in the Equipment.

ARTICLE 19. Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall be sufficiently evidenced

by any such original counterpart. Although this Agreement is dated for convenience as of the date specified in the introductory paragraph of this Agreement, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the day, month and year first above written.

GENERAL MOTORS CORPORATION  
(Electro-Motive Division),

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_  
Assistant Secretary

ST. LOUIS-SAN FRANCISCO RAILWAY  
COMPANY,

by

Donald E. Engle  
Vice President

[Corporate Seal]

Attest:

[Signature]  
Assistant Secretary

STATE OF ILLINOIS, )  
 ) ss.:  
 COUNTY OF COOK, )

On this            day of            1978, before me personally appeared           , to me personally known, who being by me duly sworn, says that he is a Vice President of GENERAL MOTORS CORPORATION (Electro-Motive Division), that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
 Notary Public

[Notarial Seal]

My Commission expires:

STATE OF MISSOURI, )  
 ) ss.:  
 CITY OF ST. LOUIS, )

On this *14<sup>th</sup>* day of *JULY* 1978, before me personally appeared *DONALD E. ENGLE*, to me personally known, who being by me duly sworn, says that he is a Vice President of ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Mary L. Allhoff*  
 \_\_\_\_\_  
 Notary Public *Mary L. Allhoff*

[Notarial Seal]

My Commission expires: **AUG 2 1981**

Commissioned within and for the County of St. Louis, Missouri which adjoins City of St. Louis, Missouri, where this act was performed.

## ANNEX A

Item 1:

Type	Builder	Builder's Plant	Quantity	Company's Road Numbers (Both Inclusive)	Estimated Unit Base Price	Estimated Total Base Price	Estimated Month of Delivery	Specification (Contract Number)
3,000 h.p. diesel electric locomotive	EMD	La Grange, Illinois.	8	950-957	\$625,000	\$5,000,000	July-August 1978	Builder's Specification #8087

Item 2: June 30, 1979